



PERSONAL AND CONFIDENTIAL

September 2013

, Iowa

Dear :

We are pleased to notify you of our intention to continue your employment for a period described below with Athene as Customer Service Rep reporting to following the acquisition of Aviva USA Corporation by Athene Holding, Ltd (the "Purchase"). Following the consummation of the Purchase, your base salary will be \$ Your target bonus opportunity will be 5.0% of base compensation. You will retain your hire date () and years of service you have attained with Aviva USA or its subsidiaries or affiliates.

We currently anticipate that your employment with Athene will continue for approximately 24 months following the Purchase Date with a projected job elimination date of September 30, 2015 (the "Anticipated Future Service Period"). You will be provided as much notice as possible prior to the end of your assignment with Athene and at the end of your assignment your position will be eliminated. Accordingly, this letter is not a notice of termination.

You will be considered a regular employee of Athene after the Closing Date and are eligible for consideration as an internal candidate for all current and future open positions until your termination of employment. If you receive a comparable offer of continued employment with Athene or one of its affiliates, you will not be eligible to receive any severance benefits upon your transfer into that new position or if you decline a comparable offer. However, if you are subsequently terminated by Athene and all of its affiliates, you may be eligible for severance payments and benefits based on the current severance policies and practices of the company at such time.

We anticipate that the Purchase will take place on October 1, 2013 (the "Closing Date"). Your current benefit plans and programs will continue without change for the remainder of 2013 and your current benefit elections under such plans and programs will also remain in effect. Attached is a high level summary of the benefits plans and programs Athene intends to offer in 2014. More details on these plans and programs will be distributed during open enrollment in November.

You will receive a pro rata portion of your annual bonus for 2013, if any, from Aviva plc within 75 days following the date the Purchase occurs. The amount of such bonus will be determined based on the attainment of performance measures and the terms of the Aviva USA/Aviva Investors North America 2013 Annual Bonus Plan as of the date immediately prior

to the date the Purchase occurs. For the remainder of 2013, you will continue to be eligible for a pro rata portion of your annual bonus, however, performance measures will be adjusted to reflect the Purchase (the combined financial performance of the two companies) and will be shared with you on or around the Closing Date. This portion of your annual 2013 bonus, if any, will be paid at the time it is normally paid (i.e., no later than March 15, 2014).

Should Athene choose to eliminate your position after 2013, you will continue to be eligible to receive any annual bonus you would otherwise have received had you remained employed, but such amount will be paid at target and pro-rated based on the number of months you were actually employed during any calendar year and is subject to the attainment of performance measures. Additionally, you will be eligible for severance payments and benefits based on the severance policies and practices that are in effect at that time provided you sign a form of general release in favor of Athene and its affiliates.

You remain eligible for merit increases. Future merit planning and performance reviews will be done in the fourth quarter of 2013 in accordance with Athene's normal performance review cycle. As a result, you may be eligible for a salary increase, subject to performance review results, effective January 1, 2014.

The terms and conditions of this letter are subject to, and contingent upon, the consummation of the Purchase and nothing shall be construed as changing the basis of your employment, which is "at will."

We look forward to working with you to ensure the success of combining Aviva USA and Athene and the transition of business to Global Atlantic. You have been a valuable contributor to Aviva USA and I look forward to working with you during your Anticipated Future Service Period. Please sign and date this letter acknowledging your understanding and acceptance of the terms and conditions set forth in this letter within five (5) business days from the receipt of this letter and email it to HRServiceCenter@avivausa.com or send to Kristi Burma at mailstop 6A-17G. If you have any questions, feel free to contact Laura Hodges at lhodges@athene.com or Kristi Burma at kristi.burma@avivausa.com or speak with your manager after the Closing Date,

Sincerely,



Grant Kvalheim
President

Accepted:

Date: _____

 **ATHENE**